J. TLANTIC CAPE

SUPPORTIVE STAFF

AGREEMENT
July 1, 2006June 30, 2010

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Preamble

This Agreement is entered into this first day of July 2006, by and between the Atlantic Cape Community College Board of Trustees, called the Board, and the Supportive Staff Association of Atlantic Cape Community College, called SSAACCC.

Article I Recognition

A. Unit Definition

The Board recognizes SSAACCC as the exclusive representative for collective negotiations, regarding grievances and terms and conditions of employment for all regular, full-time employee categories listed and regular, part-time personnel employed more than 26 hours per week in accordance with the exclusions listed below.

SSAACCC member categories employed by the Board are:

College Sta	ff	Facilities Management Staff
Clerical	Professional	Housekeeping
Secretarial	Technical	Grounds/Labor/Maintenance
Security	Non-Credit Instructional	Journeyman
2		Grounds Foreman

Specifically excluded are:

- 1. All Administrative Assistants
- 2. Administrative Secretary, Human Resources Department
- 3. Human Resources Manager
- 4. Human Resources Benefits Coordinator
- 5. Human Resources Data Input Specialist
- 6. Public Relations Manager
- 7. Students, seasonal and temporary regular or part-time employees working six months or less.
- 8. Up to four employees classified as Security Guard II or Security Sergeant.

B. The Term "SSAACCC" Member

The term "SSAACCC member," shall refer to all employees represented by SSAACCC in the negotiating unit defined.

C. Grant-Funded Positions

SSAACCC positions that are in whole or in part funded by external sources or grants will not have seniority in the event of termination or limitations of grant funds. Grant-funded positions may be terminated immediately without regard to bumping or displacement of other SSAACCC members under similar circumstances. Placement within salary ranges and salary increases shall be determined on the basis of available grant funding and consistent with regulations imposed by funding sources. Salary increases in excess of the allowable grant should be solely at the discretion of the College. Grant-funded SSAACCC members will not be paid overtime but granted compensatory time for all overtime hours unless grant funds are available.

D. SSAACCC Classifications

The College shall have the right to determine whether classifications are to be included in SSAACCC. Job opportunity bulletins considered appropriate to SSAACCC shall be submitted to the SSAACCC President for comment with respect to level and title.

E. Non-Discrimination

The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and is without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap or membership in SSAACCC.

F. SSAACCC Negotiation

The Board agrees not to negotiate with any SSAACCC member individually or with any group within SSAACCC other than SSAACCC. The intent of the word "negotiation" refers to terms and conditions of employment. When a supervisor intends to meet with a SSAACCC member for the purpose of issuing formal, progressive discipline, the supervisor is responsible for notifying the SSAACCC president prior to the meeting. Serious breaches of discipline are exempted from the prior notification provision.

Article II Negotiation of Successor Agreement

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all terms and conditions of employment. SSAACCC shall submit to the Board, on or about Sept. 30 prior to the calendar year in which this agreement expires or is subject to reopening, requests for modification or termination. Negotiations shall begin on or about Oct. 15. The negotiated agreement shall be in writing and apply to all SSAACCC members. It shall be ratified and signed by the Board and SSAACCC, and be adopted by the Board.

B. Bargaining During Work Hours

Whenever SSAACCC members are mutually scheduled by the parties to participate during working hours in conferences, meetings or in negotiations relative to this collective bargaining agreement, they will suffer no loss in pay.

C. Modification of Agreement

The parties shall not modify this agreement, in whole or in part, except by written approval of both parties.

Article III Grievance Procedure

A. <u>Purpose</u>

The Board and SSAACCC agree that they will encourage the informal and prompt settlement of complaints and grievances. The orderly processes defined will be the sole method for the resolution of complaints and grievances.

B. Definition of a Grievance

A grievance is a claim by one or more SSAACCC members or by SSAACCC, referred to as a "grievant," based upon an alleged violation, misrepresentation or misapplication of any agreement provision, or any existing rule, order or regulation of the Board, the College President or the Commission on Higher Education.

C. Informal Level Step I

A SSAACCC member with a basis for a grievance shall meet with the supervisor to resolve the matter informally.

D. Procedure Step II

If a complaint is not resolved in informal discussion, a written grievance may be filed within 30 working days of the occurrence of the grievance or after the grievant should reasonably have known of the occurrence. The letter will be mailed or delivered to the SSAACCC member's department director with a copy to SSAACCC. The grievance shall explain the nature of the grievance, the section of the contract, rule, regulation or order violated; and the remedy requested. The letter shall be dated and signed by the grievant. Within 10 working days from the receipt of the grievance the department director shall meet with the grievant to resolve the grievance. The director shall indicate the disposition of the grievance, in writing, within 10 working days of the last meeting with the grievant, with a copy to SSAACCC. The parties shall adhere to strict compliance of grievance procedures and limits.

Step III

If the grievance is to be processed through Step III, the SSAACCC member shall forward the grievance within 10 working days to the Dean of Labor Relations. Within 10 working days upon receipt of the grievance, the Dean of Labor Relations shall meet with the grievant to resolve the grievance. The Dean of Labor Relations shall indicate disposition of the grievance, in writing, within 10 working days of the last meeting with the grievant, with a copy to SSAACCC.

Step IV

If the grievant is not satisfied with the decision at Step III, he/she may appeal to the College President within 10 working days from the receipt of the disposition by the Dean of Labor Relations. The College President or a designee shall, within 10 working days from the receipt of the grievance, meet with the grievant and SSAACCC to resolve the matter. The President or the designee shall indicate the disposition of the grievance, in writing, within 10 working days after the last meeting with the grievant, with a copy to SSAACCC.

Step V

- 1. If SSAACCC is not satisfied with the disposition of the grievance by the President or the designee, and SSAACCC determines that the matter be reviewed further, SSAACCC may submit the matter to arbitration, with a copy to the President, within 30 days from receipt of the President's disposition. If the parties cannot agree on an arbitrator, one shall be selected according to the rules and procedures of the American Arbitration Association whose rules shall govern the arbitration proceeding.
- 2. The arbitration shall be binding upon the terms of this agreement and advisory on all other matters.
- 3. The College and SSAACCC shall share equally the fees and expenses of the arbitrator. The party incurring additional expenses shall pay for such expenses.
- 4. The number of days in each step may be extended by mutual written agreement.
- 5. All documents and communications dealing with the grievance shall not become a part of the permanent files of the participants.
- 6. Nothing shall be construed to limit, deny, or restrict the rights, or remedies, administrative or judicial, to which any grievant may be entitled under law.
- 7. Any grievance not answered within the times specified shall be deemed as granting relief specified to the grievant.
- 8. Any aggrieved SSAACCC member may be represented at all stages of the grievance procedure by himself/herself and a representative selected or approved by SSAACCC. When a SSAACCC member is not represented by SSAACCC, SSAACCC shall have the right to be present at all stages of the procedure.
- 9. No reprisals shall be taken by any of the participants in the grievance procedure, or by any representative of SSAACCC or the Board contrary to the interests or welfare of the grievant or the grievant's representative. This immunity is granted to all SSAACCC members, the Board and participatory witnesses.

- 10. All meetings and hearings shall be conducted in private and shall include parties of interest and/or their designated or selected representatives.
- 11. At any time during the processing of the grievance, the College President or a designee may intervene to discuss and determine the nature of the grievance without the necessity of the appeals.

Article IV Management Rights

- A. The Board has the responsibility and authority to manage and direct all College operations and activities to the full extent authorized by law. The exercise of these powers, rights, duties, responsibilities, and authority by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall only be limited to the specific terms of this agreement.
- B. The Board reserves sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commission on Higher Education, to hire, assign, promote, transfer and direct SSAACCC members. The Board also reserves the right to take disciplinary action against SSAACCC members, up to and including discharge, for just cause. The Board directs school operations, and takes actions necessary to accomplish the College mission except as specifically provided by this agreement.
- C. Except for serious breaches of discipline, the following procedures shall be followed for each offense, unless of the same nature:
 - 1. An oral warning identifying the problem and counseling the SSAACCC member about the situation to be resolved. The oral warning shall be acknowledged with a "written notice of an oral warning" signed by the SSAACCC president. The written notice document shall not be a part of the SSAACCC member's official personnel file.
 - 2. A formal written warning about the violation and required corrective action to the SSAACCC member with a copy to the SSAACCC member's personnel file.
 - 3. Disciplinary action, up to and including suspension.
 - 4. Disciplinary action, up to and including discharge.

D. The SSAACCC member shall have the opportunity to acknowledge, by signature, the letter referred to in Step II, and to respond in writing. The response shall be attached to the letter and be included in the SSAACCC member's personnel file. The Human Resources Department shall maintain the official personnel file designated for each SSAACCC member. The SSAACCC member shall be notified, and may request a photocopy of any document placed into his/her official personnel file.

If there are no re-occurrences of the offense within a 22-month period, all records of the offense shall be removed from the SSAACCC member's personnel file. Every six months, the SSAACCC member may request that his/her supervisor review and/or remove the filed reprimand from the personnel file. Removal of a filed reprimand after one year shall be solely at the discretion of the supervisor.

SSAACCC members may review their official personnel files after providing the Human Resources Department with at least 24 hours of notice. SSAACCC members may request photocopies of specific documents from their official personnel files. SSAACCC shall reimburse the Human Resources Department for requests to photocopy an entire personnel file if the request occurs more than twice within a 12-month period.

Article V Association Rights

A. Right to Organize

According to Public Laws of 1974, Chapter 123, of the State of New Jersey, employees have the right to freely organize, join and support SSAACCC and its affiliates. SSAACCC's purpose is to engage in collective negotiations. As a duly appointed body exercising governmental power under the laws of the State of New Jersey, the Board shall not discourage, deprive or coerce any SSAACCC member in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States. The Board shall not discriminate against any SSAACCC member with respect to hours, wages or terms or conditions of employment by reason of SSAACCC membership.

B. Additional Rights

Nothing shall deny or restrict a SSAACCC member's rights as guaranteed under New Jersey school laws or other applicable laws and regulations. The rights granted to SSAACCC members shall be in addition to those provided by the law.

C. Just Cause

No SSAACCC member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any Board action, or any Board agent action, shall not be made public and shall be subject to the defined grievance procedure.

D. Notice and Representation

When a SSAACCC member is required to appear before the Dean of Labor Relations and/or the College President concerning a matter that could adversely affect the continuation of his/her position status or salary, the SSAACCC member shall be given verbal notice of the reasons for the meeting and be entitled to have SSAACCC representation. Any suspension of a SSAACCC member, pending a disposition of charges, shall be without pay. Should the SSAACCC member be vindicated the loss of pay will be recoverable.

E. Pins / Identification

No SSAACCC member shall be prevented from wearing pins or other SSAACCC identification as long as they are not an inconvenience to students and other employees.

F. Child Care Services

SSAACCC members shall have preferential opportunities to child care center enrollment in relationship to community enrollees. In no case will preference be offered before children of ACCC students.

G. <u>Information Request</u>

The Board agrees to furnish SSAACCC, in response to a reasonable request from time to time, all available information concerning the financial resources of the College, including but not limited to: annual financial reports and audits; an updated directory of SSAACCC personnel; budgetary requirements and allocations; agendas; minutes of Board meetings; two copies of appropriate personnel policies; and all information of a pertinent nature which will assist SSAACCC in developing intelligent proposals for negotiations which may be necessary for SSAACCC to process any recommendation(s), grievance(s) or complaint(s).

H. Use of College Property

Authorized SSAACCC representatives are permitted to conduct official SSAACCC business on College property if the activity does not interfere with normal College operations.

I. <u>Use of College Facilities</u>

SSAACCC has the right to use College facilities at all reasonable hours for meetings. The College shall be notified in advance of the time and place for the meetings.

J. Use of College Equipment

SSAACCC shall have the right to use College equipment at a reasonable time upon request to the appropriate College official. SSAACCC shall pay for the reasonable cost of all materials and supplies used.

K. Notices and Mail

Bulletin boards shall be provided for the posting of SSAACCC notices and materials at the following locations:

- 1. Main campus building J building
- 2 Time clock

SSAACCC may use the College's U.S., interoffice and electronic mail services and intercollege telephone system. Postage for external mail and long-distance calls shall be paid by SSAACCC.

L. Privileges

The rights and privileges of SSAACCC shall be granted only to SSAACCC as the exclusive representative of SSAACCC members, and to no other organization(s) representing any portion of the SSAACCC membership or a potential SSAACCC member.

M. Unit Meetings

SSAACCC shall have the right to hold SSAACCC meetings within the workday. The meetings shall be limited to two per year and in no event will last more than one hour. SSAACCC shall have the right to hold two meetings per year within the workday at the Worthington Atlantic City Campus and Cape May County Campus. Notification of meetings shall be given to the College at least 10 days in advance.

Article VI Conditions of Employment

A. Working Hours

1. Work Week

The normal work week for non-Facilities Management and non-Security SSAACCC members shall consist of 35 hours excluding a 30-minute daily lunch period. Unless noted in the job opportunity announcement, the normal work week will be from Monday through Friday, 9 a.m. to 4:30 p.m. for 35 hours per week. Instructional Technology Department SSAACCC member flexibility is contained in Article XX of this Agreement.

2. Summer Work Hours

The summer schedule begins the first day of June and continues through the third Friday in August. The day after Memorial Day shall normally begin the longer work day schedule. The workday shall consist of 6 1/2 hours excluding a 30-minute lunch period for SSAACCC members working a 32 1/2-hour week. The normal week will be Monday through Friday, 9 a.m. to 4 p.m. for 32 1/2 hours, 6 1/2 hours a day. The College may establish a four-day work week not to exceed the total work week summer hours within the four-day period. Exact reporting and dismissal times shall be agreed upon before the establishment of this policy. The College shall make every effort to allow as many SSAACCC members as possible to work a four-day workweek during the summer schedule.

3. Overtime

Overtime is defined as any time spent at regular duties or other assigned duties, before or after work hours. All overtime will start at the first half hour above the normal workweek (35 hours). Overtime will be paid at the rate of 1 1/2 times the hourly salary. Pay will be 2 times the hourly rate for Sundays and holidays.

4. Committee Assignments

SSAACCC members will not be required to take minutes of Collegiate Assembly Committee meetings, but will type and distribute the minutes on a rotating basis within the academic area.

5. Shift Premium

- a. Second Shift: Second shift is any regularly scheduled shift starting between 2 p.m. and 10 p.m. The shift premium shall be 30 cents per hour. Effective July 1, 2007, the second shift premium shall be 35 cents.
- b. <u>Third Shift</u>: Third shift is any regularly scheduled shift starting between 10 p.m. and 5 a.m. The shift premium shall be 35 cents per hour. Effective July 1, 2007, the third shift premium shall be 40 cents.

The shift premium shall be applicable where the assignment is more than three consecutive days and/or a total of nine days per year.

B. Rotating Seniority/Right of First Refusal

All College offices shall award overtime to SSAACCC members on a rotating seniority basis. Rotating seniority shall be based on the date of full-time hire at the College. SSAACCC members on short-term leave (less than 10 consecutive working days) will not lose their places on the list for the next overtime call. SSAACCC members who refuse the overtime will be bypassed until their turn comes up again. The rotation is based on number of turns, not number of hours. If the overtime work requires the skills of a specific classification the right of first refusal list will be invalid. The rotating seniority list will be posted. An office is defined as a unit within the department.

C. Facilities Management and Security Working Hours

1. Work Week

The regular work week for Facilities Management shall be 40 hours including one-half hour for lunch, over a consecutive five-day week, at eight hours a day. Security Officers shall work 40 hours including one-hour for lunch for a five-day week, at eight hours a day.

2. Overtime

All hours more than 40, Monday through Saturday, shall be paid at 1 1/2 times the hourly rate and double time for "actual work" of more than 48 hours. Approved vacation or approved compensatory leave is exempted from the "actual work" provisions.

Pay will be 2 times the hourly rate on Sundays, unless that Sunday is part of a Security Guard's regular shift. The pay for holidays shall be for the holiday and 1 ½ times the hourly rate.

Unplanned absence during a scheduled holiday shall result in a charged vacation day at straight time. If the member does not maintain a vacation accrual, the unplanned absence during a scheduled holiday may be taken as an emergency personal day, if an emergency personal day is available to the member. If the member does not possess a vacation day or an emergency personal day, the unplanned absence shall be unpaid.

Security Guards taking unplanned absence during a scheduled holiday shall be charged one vacation day at straight time for President's Day, Columbus Day, Veteran's Day and Election Day. Security Guards taking an unplanned absence during all other scheduled holidays shall be charged the appropriate leave for the call-out and paid at straight time.

Security Guards scheduled to be off on a holiday shall receive their holiday pay on the day they return to work, nearest to that holiday.

Unexcused, unpaid leave time shall be deducted from the calculation of any overtime earned during the week of the unexcused, unpaid leave time.

3. Call-Back Time

A SSAACCC member called back to work at times other than the regularly scheduled shift, shall be paid for a minimum of four hours call-back time at straight time or paid for time actually worked at 1 1/2 times, whichever is greater. Additional amounts of time shall be pro-rated in quarter hour increments at 1 1/2 times, if the work requirement is for more than the four-hour minimum guarantee, excluding Saturday and Sunday.

Training programs shall not be compensated at the call back rate. Compensation for out of hours training programs shall be at the SSAACCC member's overtime rate per hour actually spent in training. The four-hour call back minimum shall not apply to training programs conducted out of regular work hours.

4. Employee Uniforms

The College will make uniforms available within 30 days following completion of the probationary period. The College agrees to make replacement uniforms available through a local vendor selected by the Board. SSAACCC members needing replacement uniforms shall secure an approval form from the College and present it to the vendor for the necessary items.

5. Rotating Seniority/Right of First Refusal

(see Number 3, Letter B of this Article)

6. Facilities Management Summer Hours

If the Board grants a four-day work week during the summer months, Facilities Management non-office personnel shall work a 10-hour work day, Monday through Thursday.

The four-day schedule shall be in effect from June 1, 2007 through August 10, 2007. Renewal of a four-day work week for Facilities Management non-office personnel beyond summer 2007 shall be at the sole discretion of management.

Management may assign up to two least senior members, for each site and for any shift, from each of the Facilities Management Departments, including Maintenance Craftsmen/Mechanics, Grounds/Labor/Maintenance, and Housekeeping, to work a five-day, eight-hour schedule during the summer.

The two least senior member assignment shall be void if management determines the need for a specific skill set or trade for a five-day, eight-hour-per-day work schedule during the summer. The assignment which disregards seniority in favor of skill set or trade may or may not be for a short-term basis as determined by management.

The member selected for his/her specific skill set or trade shall receive 48 hours of notice of the need to work a five-day schedule. A member notified of the need to work on a Friday shall be compensated at the call back rate.

Issues or conflicts arising from this flex schedule shall be brought before the Employer/Employee Committee outlined in Article XIII of this Agreement prior to a final management decision concerning the continuance of Facilities Management flex time for summer 2008.

D. Critical Employees

1. Housekeeping Staff

The housekeeping staff shall be included in the list of critical employees as defined in the College policy on emergency closing.

2 Snow Removal

All Facilities Management staff and Security Guards, except secretarial personnel, may be assigned snow removal or any other emergency service duties. The member shall be excused from snow removal duties if he/she produces written documentation from a physician certifying that he/she is not physically capable of performing snow removal. Such documentation must be on file in the Facilities Management Department or Security Office no later than Oct. 15. Such documentation must be re-submitted annually by the Oct. 15 deadline.

If the SSAACCC member has suffered an illness or personal emergency, the Oct. 15 deadline may be waived by the Director of Facilities Planning and Management or Supervisor of Security and Public Safety, or their respective designees.

The physician's certification must contain specific reasons for the incapability and must indicate the duration for the incapability. The College shall maintain the right to verify the documentation with an independent physician.

3. Reporting for Duty

All SSAACCC members classified as critical employees must report for duty regardless of medical waiver from snow removal. SSAACCC members who are defined as "critical," and work, will be provided with two times the hourly rate for hours worked up to eight hours. Hours worked beyond eight hours shall be compensated at the overtime rate.

4. Overtime Without One-Hour of Notice

If a Facilities Management staff member is required to stay for overtime without a one-hour notice of the requirement to stay for overtime he/she shall receive an additional two hours of compensation above the hours actually worked during the overtime duty. The two additional hours shall be compensated at the member's regular pay rate. The one-hour notice requirement shall not apply during emergency situations. Emergency shall be defined as any potentially life or property threatening casualty or equipment malfunction that, if left unattended, may result in a compromise of safety or campus security.

5. Sent Home Early

If a SSAACCC member, defined as critical, comes to work, as scheduled, for his/her regular shift, and the College is closed due to inclement weather, and he/she is sent home prior to completion of his/her shift, he/she shall be compensated for a full day at regular rate.

6. Emergency Closing / Remaining on Duty Compensation

Critical employees working during an emergency college closing shall earn two times the hourly rate of pay. Hours worked above eight, per shift, during an emergency closing shall be paid at the overtime rate.

Critical employees using an unplanned absence during an emergency closing shall be charged one vacation day per shift missed due to the unplanned absence. If the member using unplanned absence does not maintain a vacation accrual, he/she may use an emergency personal day for this purpose, if one is available to the member. If the member does not possess a vacation day or an emergency personal day, the unplanned absence shall be unpaid.

In all cases, emergency closing and/or remaining on duty compensation shall only apply to the specific college location where the member is assigned.

7. Third Shift Work "Day"

For any third shift SSAACCC member, the work "day" shall be defined as the day of the first hour of work for that shift.

E. Rest Breaks

SSAACCC members are provided with 15-minute mid-morning and mid-afternoon breaks based on a five-day workweek and 20 minutes for a four-day work week. The College will not specifically identify the time for these breaks, but supervisors are expected to determine the most appropriate time.

F. Hazardous Conditions

The College shall not require SSAACCC members to work under unsafe conditions or to perform tasks that endanger a SSAACCC member's health and safety.

G. Work-Related Injuries

A SSAACCC member may use accumulated sick, personal or vacation leave in the event of a work-related accident or injury during the first seven consecutive days of the accident or injury. When the injury is determined to be compensable by the College insurance carrier, the SSAACCC member's leave account will be credited for leave charged.

H. Special Vehicle License

Any SSAACCC member required by the College to hold a New Jersey special vehicle driver's license (bus, van, etc.) shall be reimbursed for the cost of license renewal.

Article VII Employment Procedure

A. Placement within Salary Range

A SSAACCC member hired before Feb. 15 shall be given full credit for one year of service toward the salary increase for the annual contract. SSAACCC members hired after Feb. 15 shall receive a pro-rated consideration based on complete months of service. SSAACCC members hired before November shall be given credit for a half year of service if a salary increase occurs halfway through the annual contract. SSAACCC members hired after November shall receive a prorated consideration based on complete months of service if a salary increase occurs halfway through the annual contract.

SSAACCC members promoted/demoted within the same classification shall receive up to a five percent salary increase/decrease. SSAACCC members promoted/demoted to a different classification shall receive a five percent salary increase/decrease per classification moved. In no case shall the maximum of the range be exceeded. If the promotion brings a SSAACCC member to the minimum of a new classification, the employee shall be eligible for up to a 3.5 percent salary increase upon completion of the probationary process.

In all cases, when a SSAACCC member is promoted to a new classification, his/her salary, after the probationary process, must be no less than 2.5 percent above the base of the range.

B. Resignation

- 1. A SSAACCC member resigning or retiring from a position shall give two weeks of notice to the Director of Human Resources and his/her supervisor. The Board may give a resigning SSAACCC member two weeks of pay and dismiss the SSAACCC member immediately upon notice of resignation.
- 2. Earned but unused vacation shall be paid to terminating SSAACCC members if the two-week notice is given. If a two-week notice is not given, the College shall withhold vacation and earned compensatory time equivalent to a two-week notice of departure. The College cannot mandate that a SSAACCC member take accrued vacation leave within the two-week notice period.

C. Notification of Salary

SSAACCC members shall be notified of their salary status for the upcoming year as soon as possible.

D. Other Assigned Duties

Should a SSAACCC member be assigned to a position of a higher classification for five consecutive days or more, the SSAACCC member shall be compensated in accordance with Article VIII, Letter A. A SSAACCC member employed as a custodian shall be compensated in accordance with Article VIII, Letter A, if assigned to a position of a higher classification for three consecutive days or more. A SSAACCC member shall not assume duties in another office without being notified by the supervisor that his/her services are needed. A clear description and time limit for the assignment shall be given to the SSAACCC member.

E. Evening Check Distribution

SSAACCC members scheduled to work the third shift on a Friday shall be issued a pay check or direct deposit pay stub on Thursday night. Checks may not be cashed or deposited until the check effective date. Direct deposit is not guaranteed until noon on the Friday of pay day.

Article VIII Promotions, Demotions, and Seniority

A. Promotion/Demotion

A promotion is advancement within the SSAACCC member's current classification or advancement to a higher classification. A demotion is a downgrade within the SSAACCC member's current classification or a downgrade to a lesser classification. Generally, completion of a three-month trial period in the employee's current position shall be considered a minimum requirement for promotion.

A SSAACCC member may seek reclassification by completing the appropriate form available from the Human Resources Department. The member shall submit the completed reclassification form to his/her supervisor and shall receive a response to his/her request for reclassification within 30 days. SSAACCC members denied reclassification may appeal the decision to the appropriate senior staff member within 10 work days of the supervisor's denial of the request. The senior staff member shall provide written reasons for disapproval of the request.

B. New/Revised Positions

Job Opportunity announcements shall be posted for vacant SSAACCC positions that the Board intends to fill. The Board may opt to transfer existing SSAACCC members into vacant SSAACCC positions in accordance with the transfer provisions outlined in this Agreement. Existing SSAACCC members may be promoted to assume additional duties and responsibilities without need for Job Opportunity announcements.

C. Probation

When promoted, a SSAACCC member will be on probationary status for a three-month period. This is to recommend, according to the supervisor and/or Director of Human Resources, the SSAACCC member for permanent status or to return the SSAACCC member to his/her former position and salary level or one that is similar.

- 1. The immediate supervisor shall complete an evaluation report at least once during the final half of the 90-day period.
- 2. SSAACCC members who are promoted shall receive up to a 5 percent salary increase for promotion within the same classification. A SSAACCC member promoted to a higher classification shall receive a 5 percent salary increase per classification.
- 3. New SSAACCC members who were hired at the base of the salary range shall receive a 2 percent salary increase upon successful completion of the 180-day probationary period.
- 4. Newly hired SSAACCC members are subject to a 180-day probationary employment period. SSAACCC members on probation shall be evaluated by management at the 90-day interval of the probationary period. Management may choose to end the probationary period at 90 days and retain the SSAACCC member as a regular employee. This option is at the sole discretion of management.

Management reserves the right to terminate a probationary employment SSAACCC member at any time during the probationary employment period. Discharge of a SSAACCC member during his/her probationary employment period shall not be subject to grievance. Current SSAACCC members promoted or transferred shall be subject to a 90-day probationary period.

D. Reduction in Rank

A SSAACCC member reduced in rank or job classification, regardless of compensation, may receive from the Director of Human Resources, reasons for the reduction within 15 working days of the request. Requests shall be made within 15 working days of either the effective date of reduction in rank or job classification, or of the date on which the SSAACCC member is formally notified.

E. Seniority

1. Date of Full-Time Service

Seniority is based on the SSAACCC member's date of full-time hire at the College. Seniority shall accumulate until there is a break in service. A break in continuous service occurs when a SSAACCC member resigns, is discharged or retires. A period of layoff shall not be considered as a break in service until one year after the layoff date.

2. Reduction in Force

In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, SSAACCC members shall be laid off in the reverse order of seniority of all employees in their classification. Classification is defined as any group of titles listed in each salary level in Appendices A through F in the back of this Agreement.

"Bumping" rights shall be limited first to the SSAACCC member's classification and then to a lower classification. In all cases, the affected SSAACCC member's qualifications, including skills, abilities, education, and/or experience, must match the requirements for the position to be "bumped" into. The SSAACCC member may be required to pass a skills and abilities competency test for the position to be bumped into. The development and administration of the skills competency test shall be the sole responsibility of management.

In all cases, "bumping" shall occur in reverse order of the seniority list for the particular classification. "Bumping" shall occur from the bottom of the seniority list, meaning that the most recent hire in the classification would be "bumped," provided that the SSAACCC member affected by the initial reduction in force has greater seniority. Any SSAACCC member laid off shall remain on a recall roster for a period of one year from the date of layoff. Recalls shall be based on seniority.

3. Recall Within One Year

In the event that within one year of a SSAACCC member's layoff a vacancy occurs in the same line and at the same or lower classification from which the SSAACCC member was laid off, and covered by this Agreement, the laid-off SSAACCC member shall be entitled to a one-time recall in order of seniority. In all cases of recall, the recalled SSAACCC member's qualifications, including skills, abilities, education, and/or experience, must match the requirements for the position to be "bumped" into. The recalled SSAACCC member shall be entitled to the same salary, seniority and benefits he/she would have received if he/she had not been laid off.

4. Leave Time Conflict

Seniority will be the basis for settling any conflict arising relative to a SSAACCC member taking vacation leave (i.e., the most senior SSAACCC member in the dispute will have the first option). However, where the work force is depleted because of vacation leave, the College shall reserve the right to designate time when a SSAACCC member may not take leave.

5. Assignment Conflict

In the case of a conflict arising over which SSAACCC member shall be assigned, when a change in shift is necessary, the SSAACCC member with the most seniority shall have the first choice of shifts, provided the SSAACCC member has the necessary skills and abilities to perform the work.

The College may choose from among the two least senior Housekeepers and/or Grounds/Labor/Maintenance Workers located at the Mays Landing main campus when a staffing shortage occurs at another college location. If one or both of the two least senior members in unavailable for duty, the next least senior member may be chosen. If applicable, the members re-assigned under this provision shall not be denied shift differential payments if their reassignments are for less than 11 working days.

6. Preference Over New Hires

SSAACCC members in a classification shall have preference over new hires or transfers from outside the classification if a shift vacancy occurs within a SSAACCC member's classification. The SSAACCC member must have the necessary skills and ability to perform the work.

7. Transfer to Another Location

The College shall make every effort to consider a SSAACCC member's seniority before a position transfer to another campus location occurs. A transfer of any SSAACCC member that is in accordance with Article IX of the Agreement, shall not be subject to grievance.

F. Two Weeks of Notice

A SSAACCC member terminated due to a reduction in force shall be given two weeks notice or two weeks salary. The Board shall advise the affected SSAACCC member of his/her bumping rights under this Agreement.

Article IX Transfers

- 1. A transfer is a change from one position to another within the same salary grade or a change from a position in one department or division to a position of equal value in another department or division of the College.
- 2. When transferred, a SSAACCC member normally shall not receive an adjustment in salary. A SSAACCC member's service in related positions shall be considered for purposes of determining possible merit increases.
- 3. A SSAACCC member shall not be transferred to a new or revised position until the position has been described, evaluated and authorized by the Board and/or the Administration.

Article X Reclassifications

- 1. Request for reclassification may be initiated by the SSAACCC member, the supervisor or Human Resources Office. The request occurs when a significant change in duties and responsibilities may require a change of a position to another classification. A SSAACCC member shall not initiate this request more than twice a fiscal year. The Human Resources Office shall reply to requests within 30 days.
- 2. If, as a result of re-evaluation, a position is changed to a higher or lower salary level/grade, changes of incumbents may be treated as promotions or demotions as the case may be.

Article XI Job Opportunities

A. Notice of Job Openings

After receipt of a resignation letter, action vacating a position, or creation of a position in SSAACCC, notices of the job opening in SSAACCC shall be posted for seven workdays prior to hiring if there are plans to fill the opening. The Job Opportunity announcement shall be placed on appropriate staff bulletin boards with a copy sent to the SSAACCC President. The announcement shall contain the title of the vacant position, the name of the department, a general statement of duties, the qualifications required and the salary. In the event of a holiday/vacation period during the seven-day posting period, the period may be shortened by one day.

B. Application

To be considered for a vacancy, the SSAACCC member shall submit a letter and resume to the Human Resources Office within the seven days. Additional materials or testing may also be required in the application and screening process. Requirement for such materials or tests should appear on the Job Opportunity announcement.

C. Selection of Applicant

SSAACCC members who have acquired experience, skill and ability (physical and otherwise) to do the work required in the job without training may be given preference over new hires. In the event two SSAACCC members are of equal experience and ability, the SSAACCC member with the greater seniority shall be awarded the job. In all cases the experience and skill shall be adequate to properly perform that job. All SSAACCC members who meet minimum position requirements as listed in the Job Opportunity bulletin shall be considered and will be given an interview within a reasonable time.

D. Notification of Appointment

The SSAACCC President shall be notified in writing of all appointments within SSAACCC.

Article XII Performance Evaluation

A. Frequency

- 1. SSAACCC members shall be evaluated by their immediate supervisors at least once each fiscal year. An employee performance report shall be prepared and a conference held between the SSAACCC member and the supervisor. The conference is to establish communication and understanding about the job performance and to identify any compliments or deficiencies and extending assistance for their correction.
- 2. In the case of new employees hired for SSAACCC-eligible positions, management shall complete an evaluation report at the 90-day interval and once again, if necessary, at 180 days for submission to the Human Resources Office.
- 3. SSAACCC members shall have the opportunity to meet with their respective senior staff members to discuss their supervisor-completed performance evaluations.

B. Copies of Evaluation

The SSAACCC member shall sign the employee performance report to signify that they have reviewed it and talked with the supervisor. The SSAACCC member may make written comment on the supervisor's report and receive a copy prior to it being placed in the personnel file.

Article XIII Joint Employee-Employer Committee

A joint Employee-Employer Committee shall be advisory to the Human Resources Office with membership drawn in equal numbers from both parties. The committee will deal with problems of mutual interest and develop programs and activities to promote a harmonious work environment and safe working conditions for SSAACCC members and the College. The party calling this meeting shall provide at least one week's notice. The committee shall meet during the regular work day. Human Resources shall provide a written outcome of the meeting within 60 calendar days.

Article XIV Leave of Absence

A. Sick

1. Accrual of Hours

Each full-time SSAACCC member with up to and including one year of employment shall earn seven/eight sick leave hours (one day) per month. The total of those sick leave hours for the coming fiscal year (84/96 hours or 12 days) shall be credited to all full-time SSAACCC members each July 1.

2. Hours Credited

Sick leave hours shall be credited on a month-to-month basis only for newly hired SSAACCC members. Newly hired SSAACCC members shall be credited on a seven/eight hour (one day) per month basis until the next July 1, subject to successful completion of the probationary employment period. Newly hired SSAACCC members shall have been in pay status for more than one-half of the scheduled workdays in the month in order to earn sick leave for that month. Regular, part-time SSAACCC members shall earn sick leave on an equivalent pro-rated basis. Regular, part-time SSAACCC members shall be notified of the computation of sick leave at the time of employment.

3. Pattern of Absenteeism

Where a pattern of absenteeism exists or where it is necessary to assure the physical capacity of the SSAACCC member, the College shall have the right to require a medical certificate from the SSAACCC member's physician. The Board may require that SSAACCC members verify their illnesses or inability to attend work with a college-appointed physician.

4. Prior to College Holiday

A SSAACCC member shall not be compensated for a sick day taken one day prior to a College holiday. This shall include a Friday before a weekend holiday. Two or more sick days taken prior to a College holiday may require written physician's certification.

5. Absence Reporting System

SSAACCC members shall report their inability to be present for work by calling the Absence Reporting System at 646-5040. SSAACCC members shall give their names, the date, the time of the call, their departments and the reason for their absences at least one hour prior to their starting times. SSAACCC members assigned to the second or third shift shall report their inability to be present for work at least three hours prior to their starting times.

6. Security Guard Absence Reporting

SSAACCC members employed in the Security Department on the second or third shift shall report their inability to be present for work at least three hours prior to their starting time. An exception shall be made in an emergency situation that prevents the SSAACCC member from contacting the College. Failure to report the absence shall result in ineligibility for sick leave benefits unless exceptional circumstances are presented.

7. Sick Leave After Notice

SSAACCC members who have issued a two-week notice of voluntary termination (including those within two weeks of retirement) of employment shall be ineligible for paid sick leave for the duration of their employment with the College. If the member maintains a balance of leave time, vacation, personal or compensatory time may be utilized for this purpose. Members in the midst of a physician-verified catastrophic illness reason for absence shall not be subject to this provision.

B. Sick Leave Payment

A sick leave payment shall be based on accumulated sick leave hours and the following provisions:

- 1. The reimbursable rate shall be the SSAACCC member's base salary at retirement.
- 2. SSAACCC members will make a reasonable effort to notify the College, in writing, six months before plans to retire.
- 3. SSAACCC members must be at least 50 years of age and must have at least 10 years of full-time consecutive service to be eligible.
- 4. The payout shall not exceed 100 percent of the accrued leave nor shall the total payment exceed \$10,000.

Effective June 30, 2007, the payment shall not exceed 100 percent of the accrued leave nor shall the total payment exceed \$9,000.

Effective June 30, 2008, the payout shall not exceed 100 percent of the accrued leave nor shall the total payment exceed \$8,000.

Effective June 30, 2009, the payout shall not exceed 100 percent of the accrued leave nor shall the total payment exceed \$7,500.

C. Personal

As of July 1, the College will grant a maximum of 35/40 hours (five days) of personal leave for absences related to religious observances, medical/dental appointments, legal matters, birth, bereavement, education and marriage where such absences cannot be arranged outside normal working hours.

Regular, part-time SSAACCC members shall be credited with a proportionate number of hours based on the ratio of regular work hours for the classification to the hours of work assigned to the regular, part-time position. SSAACCC members shall be notified of the computation of personal leave at the time of employment and periodically advised of the leave balance.

New SSAACCC members will be given personal leave pro-rated on the basis of the number of completed months of service as of July 1. Personal leave is not accruable, however, remaining personal leave hours as of June 30 shall be credited to the SSAACCC member's sick leave accumulation.

At least 48 hours written notice must be given for a personal leave request by a SSAACCC member to the supervisor. The request must be filed immediately with the Director of Human Resources, except in an emergency. An emergency is when the SSAACCC member could not have been aware of the event in advance of the leave. No more than three days of Personal Leave may be taken as "emergency" leave. The College shall be notified within the hour of the SSAACCC member's inability to be present for work unless exceptional circumstances were presented.

D. Bereavement

Up to four days leave of absence at any one time shall be granted upon the death of a SSAACCC member's spouse, child or parent. Up to three days leave of absence with pay are granted at any one time upon the death of a SSAACCC member's sibling, step-child or ward, step-parent, foster-parent, grandchild, grandparent and parent, grandparent or sibling of spouse, parents of spouse or any other family member living in the same household, no matter what degree the relationship, including a domestic partner. Management shall determine and require appropriate proof of co-habitation prior to approving such leave for a domestic partner claim. Denial of bereavement leave for a domestic partner claim shall not be subject to grievance.

A SSAACCC member planning to take bereavement leave should provide a 48-hour written notice to the supervisor.

E. Jury Duty

A leave of absence with pay will be granted to SSAACCC members for time spent on jury duty or if subpoenaed as a witness in a case where the SSAACCC member has no personal or financial interest, provided the SSAACCC member agrees to reimburse the College in an amount equal to fees (less mileage and subsistence) the SSAACCC member receives for jury duty.

F. NJEA Convention

Up to six SSAACCC members, selected by the SSAACCC President or a designee, shall be entitled to 14/16 hours (two days) leave with pay to attend the annual NJEA Convention. Three of the members shall be selected by the SSAACCC President or a designee. The remaining three members must be approved by the Dean of Labor Relations prior to the leave being granted.

One additional SSAACCC member shall be permitted to attend each day of the convention on unpaid leave. If two or more SSAACCC members wishing to attend the NJEA convention are from the same office or department, the least senior SSAACCC member(s) must receive approval for the leave from his/her/their supervisor. SSAACCC shall provide the Dean of Labor Relations with a 30-day written notice containing the non-weekend dates of the NJEA Convention and the names of the SSAACCC officers requesting to attend.

G. Military

A SSAACCC member required to participate in two weeks of annual training as part of the military service program will be granted leave and paid the difference between regular salary and pay received for reserve training. Annual training duty is defined as a limited period of required active duty with the Armed Forces or National Guard of at least five consecutive calendar days. It does not include weekly drill sessions or periods of extended active military duty. Before the leave starts the SSAACCC member shall provide the supervisor with a copy of official orders and the standard rate of military base pay.

H. Holidays

SSAACCC shall be entitled to the following paid holidays:

New Year's Day January 1

Martin Luther King Day 3rd Monday in January

President's Day 3rd Monday in February

Good Friday Friday before Easter

Memorial Day Last Monday in May

Independence Day July 4

Labor Day 1st Monday in September

Columbus Day 2nd Monday in October

General Election Day 1st Tuesday in November

Veteran's Day 2nd Monday in November

Thanksgiving Day 4th Thursday in November

Day After Thanksgiving 4th Friday in November

Christmas December 25

SSAACCC members required to work on a holiday will be paid at 1 ½ times their regular rate plus the holiday. If there is mutual agreement with the supervisor, the member may earn compensatory time in lieu of pay for the holiday. Compensatory time may be awarded on an arbitrary basis, at the discretion of the supervisor. Denial of a request for compensatory time shall not be subject to grievance. Regular, part-time employees (more than 26 hours per week) will receive holiday pay if the holiday falls on a regularly scheduled workday.

I. Compensatory Time

The accumulation of compensatory time will be mutually decided between the SSAACCC member and their supervisor and approved by the Director of Human Resources with the accumulation reported to the Director of Human Resources on a Payroll Time Sheet no later than the end of the payroll period in which the time was earned. The maximum amount of compensatory time permitted in any single contract year is 70 hours. Requests for use of compensatory time will be processed in advance of the leave period on an approved Leave Request Form. Only leave properly reported will receive permission to be taken. Compensatory time shall be awarded at time and a half for hours above 35/40 per week.

J. Vacation

1. The paid vacation schedule will accrue as follows:

Years of ServiceVacation Hours/Days Earned Per YearOne through four104/91 hours / 13 daysFive through nine160/140 hours / 20 daysTen or more192/168 hours / 24 days

- 2. SSAACCC members may not accumulate more than 196/224 paid vacation hours (28 days) retroactive to the date of initial employment. Upon separation from ACCC employment, SSAACCC members shall not be paid for vacation days accumulated beyond 20.
- 3. SSAACCC members may participate in "Planned Summer Vacation." SSAACCC members participating in "Planned Summer Vacation" must submit approved leave forms to the Director of Human Resources by June 10. The form will indicate leave time above the carry-over limit that will be used through Labor Day. The time requested for July and August will be charged against the June 30 deadline.
 - SSAACCC members requesting vacation for July and August may not alter that plan at a later date. The time submitted is charged to the June 30 cut-off and will appear on the final June pay stub. If a participating SSAACCC member leaves the College before using planned vacation, that time would not be compensable. This plan is to allow SSAACCC members the flexibility to use vacation time during the summer. It does not permit vacation time carry-over beyond June 30.
- 4. A month is counted for vacation credit only if the SSAACCC member is in a paid status for at least half the scheduled workdays of that month. Regular, part-time SSAACCC members shall be eligible for accrued vacation based on the number of regularly assigned work hours pro-rated for the classification in accordance with the accrual formula in Paragraph J, Number 1 of this Article. Regular, part-time SSAACCC members shall be notified of the computation of vacation leave at the time of employment and periodically advised of the leave balance.

K. Disability

Due to a medical disability (including inability to work arising out of or connected with pregnancy or recovery therefrom), a SSAACCC member shall be granted an extended leave without pay for up to 12 months. During the disability, the SSAACCC member shall be eligible for sick leave benefits until the benefits are exhausted. The College may require periodic medical certification that the condition warrants the leave.

L. Child Rearing

- 1. Child-rearing leave, without pay, shall be granted to a SSAACCC member with a child or who adopts a child less than 6 months of age provided an application is made, in writing, to the SSAACCC member's supervisor and with a copy to the Director of Human Resources at least 45 days before the beginning of the leave. The leave request must include an estimated date of departure and a date of return, including specific application of existing paid and applicable sick leave, and existing personal and paid vacation time along with any unpaid time requested. The leave shall not exceed 15 months. The SSAACCC member shall be afforded the flexibility of returning 30 calendar days before or 30 calendar days after stated date of return if the request for such flexibility is made, in writing, to Human Resources. It shall be the burden of the SSAACCC member to assure delivery and receipt of such request by Human Resources.
- 2. Upon return, the SSAACCC member shall be placed in the same or comparable position and salary level as if employed at the College during the leave.

M. Sabbatical

- 1. SSAACCC members who have earned at least a bachelor's degree and have been employed full-time at the College for at least six years are eligible to apply for sabbatical leave.
- 2. Application for sabbatical leave in any academic year shall be filed with the Sabbatical Leave Committee no later than Nov. 1 of the preceding academic year. SSAACCC members applying for a sabbatical leave will present the committee with a plan of professional development, recognizing such factors as:
 - a. Improvement of service as an employee.
 - b. Contribution to the development of the total College program.
- 3. SSAACCC members may only use sabbatical leave for the purpose of full-time attendance in graduate school.

- 4. A SSAACCC member on sabbatical leave shall receive full salary for one-half year or one-half salary for a full academic year at his/her option.
- 5. A SSAACCC member receiving sabbatical leave must return to the College after that leave for at least one year.
- 6. Upon return, the SSAACCC member shall be placed in the same position and salary level as if employed at the College during the leave.
- 7. SSAACCC members shall file interim and final sabbatical leave reports consistent with guidelines and deadlines established by the Sabbatical Leave Committee. The guidelines and deadlines shall be published and available to any Association member seeking sabbatical leave.
- 8. The Sabbatical Leave Committee is composed of the Chief Academic Officer, acting as chairperson; a departmental chairperson selected by the College President; two Association members selected by the Education Association President; two ACCCOSAP members selected by the ACCCOSAP President; one ACAFA member selected by the ACAFA President; and one SSAACCC member, selected by the SSAACCC President, who has earned at least a bachelor's degree.

N. Unpaid Leave of Absence

Upon proper written application the College may grant SSAACCC members unpaid leaves of absence not to exceed one calendar year. The SSAACCC member must state in writing the purpose of the leave including the anticipated date of return. If a SSAACCC member wishes to return earlier, 60 days notice must be given. To the extent permitted by law, a SSAACCC member granted full-time leave shall retain all insurance and other benefits and shall continue to maintain service time for salary purposes as though being in regular service. The SSAACCC member shall be permitted to pay individual (personal) contributions to all existing plans requiring such contributions and the College shall then pay their regular contribution to such plan(s) requiring such contributions, if these contributions are not contrary to law.

O. Catastrophic Illness

SSAACCC members shall be entitled to use up to five personally accumulated sick days (35/40 hours) for the care of a catastrophically ill spouse, grandparent, parent or child. The catastrophic illness shall be determined by a physician, in writing, and submitted to the employee's supervisor with a copy to the Human Resources Office. The documented catastrophic illness must be submitted in writing at least five working days prior to the intended leave of absence.

B. Tuition Reimbursement

1. Individual Amount per Trimester

SSAACCC members may be fully or partially reimbursed up to \$700 per trimester for courses taken and successfully completed (grade of C" or better), above an associate's degree, at an accredited college or university. Effective September 1, 2007, SSAACCC members may be fully or partially reimbursed up to \$1,000 per trimester for courses taken and successfully completed (grade of "C" or better), above an associate's degree, at an accredited college or university. To qualify for tuition reimbursement SSAACCC members must earn a grade of "C" or better for the coursework in which reimbursement is sought. A trimester shall consist of a traditional spring and fall semester, plus summer sessions. Determination of eligibility for reimbursement and total amount of each reimbursement shall be decided by a committee consisting of three SSAACCC members, the Director of Human Resources and a Board designee.

2. Reimbursement Pool

Total reimbursements for each fiscal year shall not exceed the budgeted amount of \$20,000 per contract year. Effective September 1, 2007, total reimbursements for each fiscal year shall not exceed the budgeted amount of \$35,000 per year which shall be distributed on or about June 30 and only to eligible SSAACCC members. Remaining funds at the conclusion of distribution to SSAACCC members shall be returned to the Board.

3. Members with a Bachelor's Degree

SSAACCC members who have attained a bachelor's degree and who are enrolled in graduate courses are eligible for up to 100 percent tuition reimbursement if reimbursement funds remain in the SSAACCC tuition reimbursement pool and the earned grade requirement is achieved.

4. Continuing Education / Certificate Programs

Facilities Management non-office personnel and Information Technology Services staff shall be reimbursed up to \$500 per trimester for certificate or continuing education programs that impact their job duties. Reimbursement shall be made from existing SSAACCC tuition reimbursement funds. The certificate or continuing education program must be pre-approved by the SSAACCC committee. The SSAACCC member must produce written documentation of enrollment, payment and satisfactory completion of the program prior to receiving reimbursement.

5. ACCC Non-Credit / Continuing Education Courses

SSAACCC members and spouses of SSAACCC members may request to be enrolled in Atlantic Cape Community College non-credit courses at no tuition charge. Such requests shall be made on the appropriate form to the Director of Human Resources or his/her designee. Denial of such requests shall not be subject to grievance. When approved, the intention is to waive tuition, not to provide an outlay of cash. The SSAACCC member shall be responsible for the cost of books, lab fees, etc.

6. Courses During the Work Day

SSAACCC members who are granted the appropriate written approvals to enroll in a course during the work day may request the use of compensatory time as a means of making up missed duty hours. Denial of such a request shall not be subject to grievance.

7. Black Seal License

The Board agrees to pay for all tuition, supplies and expenses incurred by a Facilities Management SSAACCC member who is required by the College to hold a Black Seal License and must attend school to obtain the license.

8. Regular, part-time SSAACCC Members

Regular, part-time SSAACCC members shall receive this educational benefit on a pro-rated basis.

Article XVI Health Benefits

A. Health Insurance

The College participates in and abides by the rules and regulations of the New Jersey Health Benefits Program. Participating in the New Jersey State Health Benefits Program shall be non-contributory to the Association member for all premium increases as certified by the Division of Pensions with coverage of dependents, including children, up to Dec. 31 of the year the child reaches age 23. This coverage becomes effective for new employees in accordance with the provisions of the State Health Benefits Program. For present employees, the annual enrollment period shall be in accordance with the provisions of the State Health Benefits Program.

B. <u>Dental Coverage</u>

The Board provides a full family co-insurance dental program with 100 percent coverage for preventive and diagnostic care; 80 percent coverage for basic services including oral surgery, endodontic, periodontic, and basic restorative benefits (amalgam, synthetic, porcelain and plastic restorations for treatment of carious lesions); and 50 percent coverage for major restorative (crowns, inlays and gold restorations) and prosthodontics (bridges, partial and complete dentures) benefits with a \$1,200 maximum per family member per year. A deductible amount of \$75 per employee and up to \$225 per family shall be applied, per calendar year, for dental care other than preventive and diagnostic services.

Effective July 1, 2008, a maximum of \$1,300 per family member per year shall be applied.

The selection of the insurance carrier is at the sole discretion of the Board. Coverage for new SSAACCC members is effective in accordance with guidelines established by the Delta Dental Program. Coverage for dependent children shall expire on the day the child turns 19 years of age. If the dependent child is a full-time college student, coverage shall expire on the day the child turns 23 years of age.

C. <u>Prescription Plan</u>

The State Health Benefits Plan is based on a co-pay established by the carrier which includes contraceptives. The Board provides the premium for SSAACCC members and eligible dependents. New SSAACCC members become eligible for coverage in accordance with provisions of the prescription program.

D. Vision Care

A vision care program is available once every two years for SSAACCC members and eligible dependents.

The following fee reimbursement is in effect with amounts up to:

Exam	\$50
Frames	\$50
Per lens	\$25
Per lens, bifocals	\$30
Per lens, trifocals	\$40
Per lens, lenticular	\$40
Per lens, cataract contacts	\$150
Per lens, contacts	\$50

Prescription tinted/sun glasses are eligible for reimbursement at the above scheduled rates. Plain sunglasses are not covered.

E. Disability Insurance

The Board will provide \$70 per SSAACCC member per annum to fund a disability insurance program. A committee of the Dean of Labor Relations, a SSAACCC representative and a member from each of the other bargaining units will agree on the plan(s) selected.

Article XVII Payroll Deduction

A. Association Payroll Dues Deduction

- 1. The Board agrees to deduct dues from the salaries of SSAACCC members for the New Jersey Education Association and Atlantic County Council of Education Associations, as SSAACCC members individually and voluntarily authorize. The deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15, 9e) and under rules established by the Commission on Higher Education. The monies and current records of any corrections shall be transmitted to the persons designated by SSAACCC by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse the monies to the appropriate association or associations.
- 2. Each of the associations named shall certify to the Board in writing, the current rate of its membership dues. Any association changing the rate of its membership dues shall give the Board written notice prior to the effective date of the change.
- 3. Each of the associations named above, once the monies have been dispersed to the associations, shall save harmless the Board from any claims arising from any misapplication of the monies.

Article XVIII Representation Fee

- 1. Under the authority of N.J.S.A. 34:13A-5.4, each SSAACCC member shall be required, as a condition of employment, to become a SSAACCC member or begin and maintain representation payments equal to 85 percent of the total of regular SSAACCC membership dues, initiation fees and assessments. This provision shall apply beginning on the first day of the month following three months of employment.
- 2. Deductions shall be made only in accordance with the provisions of a Payroll Deduction Authorization form, with the provisions of this agreement. The Payroll Deduction Authorization Form is in Appendix G of this agreement.
- 3. A properly executed copy of payroll deduction authorization for each SSAACCC member for whom dues or representation fee are to be deducted shall be delivered to the payroll officer before payroll deductions are made. Deductions shall only be made under properly executed Payroll Deduction Authorization forms. If a SSAACCC member refuses to authorize the deduction for representation fee, SSAACCC shall notify the College in writing. Any Payroll Deduction Authorization that is incomplete or in error will be sent to the SSAACCC treasurer.
- 4. Deductions under all properly executed Payroll Deduction Authorization forms are effective when the application is given to the payroll officer. Deductions begin from the first pay period after that date and each pay period if the SSAACCC member has sufficient net earnings to cover the payment.
- 5. If a SSAACCC member who is required to pay a representation fee terminates employment with the Board before SSAACCC has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck of the SSAACCC member during the membership year in question.
- 6. SSAACCC agrees to indemnify and save ACCC harmless against all claims, suits or other forms of liability arising from the deduction of money for dues or the representation fee or from compliance with any request for termination under this section.
- 7. The College will advise new SSAACCC members in writing of their obligation under this section.

Article XIX Compensation

A. Salary Schedules

Salaries of all SSAACCC members are in Appendices A, B, C, D, E and F. Starting salary levels shown in the Appendices reflect an increase of 3.5 percent each year of the Agreement.

B. Longevity

SSAACCC members shall receive the following longevity increases to base salary:

Completion of Years / Amount of Increase

10 \$500 15 \$500

20 \$500 25 \$250 (effective July 1, 2007 and non-retroactive)

C. Degree Incentive

SSAACCC members who have earned a bachelor's degree from an accredited institution of higher education shall receive a one-time only \$250 increase in base salary. SSAACCC members who have earned a master's degree from an accredited institution of higher education shall receive a one time only \$300 increase in base salary. SSAACCC members must provide copies of their diplomas and transcripts before payment. SSAACCC members already in possession of bachelor's and/or master's degrees shall receive this incentive at the time of Board ratification. Payment shall not be retroactive to the date the SSAACCC members at the time of Board ratification shall be eligible for this benefit. Newly hired SSAACCC members become eligible for this benefit after six months of full-time employment, if applicable.

D. Perfect Attendance

SSAACCC members employed as 12-month Facilities Management or Security Department non-office personnel shall receive a \$250 base salary increase for perfect attendance. Perfect attendance is defined as not having taken a sick day during the year beginning July 1 and ending June 30. An unexcused and/or unpaid leave day shall forfeit the member's right to perfect attendance. SSAACCC members must be employed full time for at least one year to qualify. This benefit shall expire June 30, 2010.

E. Teaching

SSAACCC members teaching credit courses shall be compensated in accordance with pay rates and ranks listed in the Education Association bargaining unit appendices. SSAACCC members shall be compensated for overload teaching, if applicable, in accordance with degree(s) they have earned from accredited institutions of higher education:

Bachelor's Degree

Instructor Level

Master's Degree

Assistant Professor Level Associate Professor Level

Doctorate

Article XX
Miscellaneous

A. Applicable Terms and Conditions

All terms and conditions applicable to SSAACCC members as established by the rules, regulations and/or policies of the Board, shall be applicable during the terms of this agreement. Nothing shall be interpreted and/or applied to eliminate, reduce or detract from any SSAACCC benefit existing prior to its effective date. This agreement is superior to all previous Board or College policies on those matters.

B. Provisions Contrary to Law

If any provision or application of this agreement is found contrary to law, the provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

C. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and a SSAACCC member, shall be subject to the terms of this agreement. If an individual contract contains language inconsistent with this agreement, the agreement shall be controlling.

D. Copies of Agreement

Copies of this agreement shall be reproduced by the Board and sent to the SSAACCC membership.

E. Ratification

This agreement is subject to ratification by SSAACCC members and the Board.

F. Class Work During Working Hours

SSAACCC members shall receive permission from their supervisors to teach or enroll in a credit or non-credit class during working hours. SSAACCC members within seven credits of completing their bachelor's or master's degrees shall be afforded the opportunity to flex their work schedules for the sole purpose of attending classes necessary for completion of their degrees.

The flexible work schedules shall be the sole jurisdiction of the SSAACCC member's supervisor. The SSAACCC member shall provide the supervisor with written documentation from the SSAACCC member's accredited higher education institution that the member is within seven credits or a maximum of two classes of degree completion and written documentation of the scheduled class times necessary for degree completion.

The permission for a flexible schedule shall only apply to traditional classroom attendance. Distance education courses shall not be eligible for flexible scheduling. Denial of flexible scheduling shall not be subject to grievance.

G. Contract Closure

SSAACCC members not employed as unit membership-eligible ACCC employees before July 1, 2006, shall not be eligible for the base salary increase in the first year of the agreement.

H. Return of College Property

The College shall withhold the dollar amount of a SSAACCC member's vacation accrual payment or final paycheck equivalent to the value of any missing College property at the time of the SSAACCC member's employment separation. Such equipment shall include college-owned property such as keys, uniforms, tools, library acquisitions or technology equipment.

I. Employee ID Card

Upon presenting their identification card, SSAACCC members can take advantage of many other facilities and activities, i.e., library books, student activities, etc.

J. Distance Education

SSAACCC members engaged in distance education shall be subject to the terms and conditions found in Education Association Article XVI (Copyright and Intellectual Property).

K. Distance Education Support

SSAACCC members who support Distance Education during a weekend shall earn five hours of compensatory leave to be taken on a day mutually agreeable to the members and their supervisors. All earned and taken comp time shall be reported, in writing, to Human Resources.

SSAACCC members who support Distance Education courses from their homes shall receive a non-base salary stipend of \$125 per semester, including fall, (payable in November), spring (payable in April) and summer (payable in August) as reimbursement for Internet access.

L. Travel

Authorization

Travel is authorized, in advance, by the appropriate Senior Staff member and the coordination of its operation and function shall be accomplished by the traveler and his/her immediate supervisor. Specific provisions are stated in the current handbook governing travel established and published by the Board.

Per-Mile Rate

Management shall establish a per-mile rate consistent with the State of New Jersey per-mile rate to be paid to Association members for excess travel to their work assignments. Travel reimbursements shall be paid on a quarterly basis on dates to be established and published by management.

Mileage Not Paid

Mileage shall not be paid to Association members traveling to their primary work locations A primary location shall be defined as the location where the Association member spends at least 60 percent of his/her time per quarter (per semester for faculty). Mileage shall not be paid if the Association member's travel does not exceed his/her normal commute from 'home to primary assignment.

Mileage Verification

Business Services shall verify the actual mileage from the Association member's home to his/her primary location and from the Association member's home to his/her non-primary location.

Travel Formula

"HN" is the distance between the Association member's home and his/her non-primary location.

"HP" is the distance between the Association member's home and his/her primary location.

"PN" is the distance between the primary location and the non-primary location.

When an Association member's travel is only between the non-primary location and home, reimbursable excess mileage will be calculated as: Excess = 2(HN - HP).

When the Association member's travel includes his/her primary location and a non-primary location, the excess mileage will be calculated as follows: Excess = HN + PN - (HP).

Discrepancies

If there is a discrepancy between actual mileage and formula mileage, the appropriate Senior Staff member shall make the adjustment.

M. Request for 10-Month Work Schedules

Full-time SSAACCC members may request nine- or 10-month working schedules at prorated salaries, pro-rated leave accrual, and pro-rated tuition waiver/reimbursement benefits. Denial of such a request shall not be subject to grievance. Flexible work schedules for SSAACCC members are the sole jurisdiction of the Board.

Article XXI Duration of Agreement

This agreement shall be effective from July 1, 2006, through June 30, 2010, unless SSAACCC and the Board mutually agree, in writing, to an extension.

For the Board:

Chairperson,

Board of Trustees

Atlantic Cape Community College

President,

Atlantic Cape Community College

For SSAACCC:

President, Supportive Staff Association of Atlantic Cape

Community College

Chairperson, Supportive Staff Association Negotiating Team

Date of Ratification: March 27, 2007

Sidebar Agreement

Management shall draft and publish a "Journeyman" job description no later than Jan. 1, 2008. Two SSAACCC members determined by management to be most qualified for the Journeyman role shall be elevated to the Journeyman position within the duration of this collective bargaining agreement. Minimal qualifications, as determined by management, must be met by the two SSAACCC members before the two SSAACCC members are promoted to the Journeyman position.

Appendix A Salary Ranges and Classifications July 1, 2006 to June 30, 2007

Pay Grade	Salary Ranges	Titles/Classifications
1	\$20,787-33,129	Clerk Secretary Junior Technician
2.	\$24,845-39,886	Office Assistant Technician Senior Clerk Program Assistant Junior Accountant Associate
3.	\$30,201-49,031	Administrative Secretary Office Coordinator Specialist Senior Associate
4.	\$36,707-62,466	Senior Technician Program Coordinator Accountant Programmer/Analyst Instructor Program Officer Manager
5.	\$44,055-73,132	Systems Programmer Master Technician Senior Instructor Senior Manager

SSAACCC members promoted/demoted within the same classification shall receive up to a 5 percent increase/decrease. SSAACCC members promoted/demoted to a different classification shall receive a 5 percent salary increase/decrease per classification moved.

Effective July 1, 2006, SSAACCC members shall receive a 4 percent salary increase. There shall be no red lining (adherence to range maximum of salaries) through June 30, 2007.

SSAACCC members hired on or after July 1, 2006, shall not receive a base salary increase during the 2006-2007 fiscal year. SSAACCC members hired after February 15, 2006 shall receive a pro-rated amount of the July 1, 2006 base salary increase.

Appendix B Salary Ranges and Classifications July 1, 2007 to June 30, 2008

Pay Grade	Salary Ranges	Titles/Classifications
1.	\$21,514-34,289	Clerk Secretary Junior Technician
2.	\$25,715-41,282	Office Assistant Technician Senior Clerk Program Assistant Junior Accountant Associate
3.	\$31,258-50,747	Administrative Secretary Office Coordinator Specialist Senior Associate
4.	\$37,992-64,653	Senior Technician Program Coordinator Accountant Programmer/Analyst Instructor Program Officer Manager
5.	\$45,597-75,692	Systems Programmer Master Technician Senior Instructor Senior Manager

SSAACCC members promoted/demoted within the same classification shall receive up to a 5 percent increase/decrease. SSAACCC members promoted/demoted to a different classification shall receive a 5 percent salary increase/decrease per classification moved.

Effective July 1, 2007, SSAACCC members shall receive a 4 percent salary increase. There shall be no red lining (adherence to range maximum of salaries) through June 30, 2008.

SSAACCC members hired on or after July 1, 2007, shall not receive a base salary increase during the 2007-2008 fiscal year. SSAACCC members hired after February 15, 2007 shall receive a pro-rated amount of the July 1, 2007 base salary increase.

Appendix C Salary Ranges and Classifications July 1, 2008 to June 30, 2009

Pay Grade	Salary Ranges	Titles/Classifications
1.	\$22,267-35,489	Clerk Secretary Junior Technician
2.	\$26,615-42,727	Office Assistant Technician Senior Clerk Program Assistant Junior Accountant Associate
3.	\$32,352-52,523	Administrative Secretary Office Coordinator Specialist Senior Associate
4.	\$39,322-66,916	Senior Technician Program Coordinator Accountant Programmer/Analyst Instructor Program Officer Manager
5.	\$47,193-78,341	Systems Programmer Master Technician Senior Instructor Senior Manager

SSAACCC members promoted/demoted within the same classification shall receive up to a 5 percent increase/decrease. SSAACCC members promoted/demoted to a different classification shall receive a 5 percent salary increase/decrease per classification moved.

Effective July 1, 2008 SSAACCC members shall receive a 4 percent salary increase. There shall be no red lining (adherence to range maximum of salaries) through June 30, 2009.

SSAACCC members hired on or after July 1, 2008, shall not receive a base salary increase during the 2008-2009 fiscal year. SSAACCC members hired after February 15, 2008 shall receive a pro-rated amount of the July 1, 2008 base salary increase.

Appendix D Salary Ranges and Classifications July 1, 2009 to June 30, 2010

Pay Grade	Salary Ranges	Titles/Classifications
1.	\$23,047-36,731	Clerk Secretary Junior Technician
2.	\$27,546-44,222	Office Assistant Technician Senior Clerk Program Assistant Junior Accountant Associate
3.	\$33,485-54,362	Administrative Secretary Office Coordinator Specialist Senior Associate
4.	\$40,698-69,258	Senior Technician Program Coordinator Accountant Programmer/Analyst Instructor Program Officer Manager
5.	\$48,844-81,083	Systems Programmer Master Technician Senior Instructor Senior Manager

SSAACCC members promoted/demoted within the same classification shall receive up to a 5 percent increase/decrease. SSAACCC members promoted/demoted to a different classification shall receive a 5 percent salary increase/decrease per classification moved.

Effective July 1, 2009, SSAACCC members shall receive a 4 percent base salary increase. There shall be no red lining (adherence to range maximum of salaries) through June 30, 2010.

SSAACCC members hired on or after July 1, 2009 shall not receive a base salary increase or bonus during the 2009-2010 fiscal year. SSAACCC members hired after February 15, 2009 shall receive a pro-rated amount of the July 1, 2009 base salary increase.

Appendix E Facilities Management and Security Salary Ranges and Classifications July 1, 2006 to June 30, 2007

Title/Classification	Pay Grade	Salary Range
Housekeeper I	3	\$22,882-31,552
Security Guard I Security Guard/Dispatcher Housekeeper II	5	\$24,845-34,786
Grounds/Labor/Maintenance Worke	er 6	\$26,088-36,522
Security Guard II	7	\$27,394-38,349
Maintenance Mechanic I	8	\$28,760-41,659
Maintenance Craftsman Maintenance Mechanic II	10	\$31,709-44,393
Journeyman	11	\$33,295-46,614

Effective July 1, 2006 SSAACCC members shall receive a 4 percent salary increase. There shall be no red lining (adherence to range maximum of salaries) through June 30, 2007.

SSAACCC members hired on or after July 1, 2006, shall not receive a base salary increase during the 2006-2007 fiscal year. SSAACCC members hired after February 15, 2006 shall receive a pro-rated amount of the July 1, 2006 base salary increase.

A non-clerical Facilities Management Department SSAACCC member promoted to a higher classification shall receive a promotional increase of 10 percent above base rate.

Appendix F Facilities Management and Security Salary Ranges and Classifications July 1, 2007 to June 30, 2008

Title/Classification	Pay Grade	Salary Range
Housekeeper I	3	\$23,683-32,656
Security Guard I Security Guard/Dispatcher Housekeeper II	5	\$25,715-36,004
Grounds/Labor/Maintenance Worke	r 6	\$27,001-37,800
Security Guard II	7	\$28,353-39,691
Maintenance Mechanic I	8	\$29,766-43,117
Maintenance Craftsman Maintenance Mechanic II	10	\$32,819-45,947
Journeyman	11	\$34,460-48,246

Effective July 1, 2007 SSAACCC members shall receive a 4 percent salary increase. There shall be no red lining (adherence to range maximum of salaries) through June 30, 2008.

SSAACCC members hired on or after July 1, 2007, shall not receive a base salary increase during the 2007-2008 fiscal year. SSAACCC members hired after February 15, 2007 shall receive a pro-rated amount of the July 1, 2007 base salary increase.

A non-clerical Facilities Management Department Association member promoted to a higher classification shall receive a promotional increase of 10 percent above base rate.

Appendix G Facilities Management and Security Salary Ranges and Classifications July 1, 2008 to June 30, 2009

Title/Classification	Pay Grade	Salary Range
Housekeeper I	3	\$24,512-33,799
Security Guard I Security Guard/Dispatcher Housekeeper II	5	\$26,615-37,264
Grounds/Labor/Maintenance Worke	er 6	\$27,946-39,123
Security Guard II	7	\$29,346-41,080
Maintenance Mechanic I	8	\$30,808-44,626
Maintenance Craftsman Maintenance Mechanic II	10	\$33,968-47,555
Journeyman	11	\$35,666-49,934

Effective July 1, 2008 SSAACCC members shall receive a 4 percent salary increase. There shall be no red lining (adherence to range maximum of salaries) through June 30, 2009.

SSAACCC members hired on or after July 1, 2008, shall not receive a base salary increase during the 2008-2009 fiscal year. SSAACCC members hired after February 15, 2008 shall receive a pro-rated amount of the July 1, 2008 base salary increase.

A non-clerical Facilities Management Department Association member promoted to a higher classification shall receive a promotional increase of 10 percent above base rate.

Appendix H Facilities Management and Security Salary Ranges and Classifications July 1, 2009 to June 30, 2010

Title/Classification	Pay Grade	Salary Range
Housekeeper I	3	\$25,369-34,982
Security Guard I Security Guard/Dispatcher Housekeeper II	5	\$27,546-38,568
Grounds/Labor/Maintenance Worke	er 6	\$28,924-40,493
Security Guard II	7	\$30,373-42,518
Maintenance Mechanic I	8	\$31,886-46,188
Maintenance Craftsman Maintenance Mechanic II	10	\$35,157-49,220
Journeyman	11	\$36,915-51,682

Effective July 1, 2009, SSAACCC members shall receive a 4 percent base salary increase.

SSAACCC members hired on or after July 1, 2009 shall not receive a base salary increase or bonus during the 2009-2010 fiscal year. SAACCC members hired after February 15, 2009 shall receive a pro-rated amount of the July 1, 2009 base salary increase.

A non-clerical Facilities Management Department Association member promoted to a higher classification shall receive a promotional increase of 10 percent above base rate.

Appendix I

Atlantic Cape Community College Payroll Deduction Authorization

I,	, hereby authoriz piweekly payroll period the tion.	hereby authorize Atlantic Cape Community College to deduct eekly payroll period the amount indicated and to remit this deduction to n.		
Purpose of Deduction:	Dues	Representation Fee		
Organization:	ACCCOSAP	Education AssociationACAFA		
Amount of Deduction:	\$(Under au	thority of NJSA 34:13A-5.4)		
The representation fee is effective at the time application pay period after that date	lication is tendered to the	gular membership dues. Deduction becomes Payroll Office with deductions effective the first		
Signature		Date		

Appendix J SSAACCC Tuition Reimbursement Application (Must be typed and complete)

Name:	_Semester:	Year:		
Address:	CWID#			
City/State/ZIP	_Staff Position:			
Department:	Date of Hire:			
College Attending:	Campus Location:			
These documents (copies) are required: 1-3 1) cover page of college catalog 2) course description from catalog 3) registration form & payment proof (cred 4) final grade report (send ASAP)				
Courses you plan to take: Course Title 1:	ourse Number	Credits		
2:				
3:	48.48			
4:				
\$ Tuition Cost Per Credit	Total Credit	ts		
\$ Total Tuition Charges (no	o fees)			
Application is due 30 days before each ACCO	C trimester. (i.e., Oct. 1, Feb	o. 1, June 30)		
Have you received tuition aid through PELLTAG	ScholarshipStudent Loa	n None		
Late applications remain on file until fisc	al year ends on or about J	fune 30.		
Committee Use Only Date application received: Approved Denied (Reason for denial) Reimbursement Amount: Date complete				